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PROPOSED ATTORNEY FOR DEBTOR

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: §
§
NOBLE REY BREWING CO., LLC § CASE NO 18-34214
§
§

EMERGENCY MOTION TO COMPEL COMPLIANCE WITH SALE ORDER

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Noble Rey Brewing Co., LLC. ("Debtor") in the above-styled and numbered cause, and files this its Emergency Motion to Compel Compliance with Sale Order ("Motion"), and in support thereof would respectfully show unto the Court as follows:

1. On or about December 19, 2018 Debtor filed its Voluntary Petition for relief under Chapter 11 of the United States Bankruptcy Code and has continued in possession of its property and operation of its business as a Debtor-in-Possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.
2. The Debtor operated a brewery with two locations in Dallas, Texas.
3. The Debtor determined that it was unable to continue operations and chose to sell

its assets.

4. The Debtor received an offer from Craft Equipment, LLC (“Craft”) for the sale of the Debtor’s assets. The offer was originally incorporated into the Debtor’s proposed Plan of Reorganization (“Plan”).

5. Under the terms of the Plan, the offer from Craft was subject to higher and better bids.

6. The Debtor received interest in the assets from other parties and an auction was conducted.

7. After the auction, Craft remained the high bidder from the assets.

8. At a hearing on the approval of the disclosure statement and confirmation of the Plan, the Court did not approve the disclosure statement at that time, however, the Court indicated that the Debtor could seek to have the sale approved.

9. The Debtor filed a Motion to Ratify the Sale, and on April 18, 2019 the Court approved a Sale of the Debtor’ assets to Craft for \$300,000 (“Purchase Price”). A copy of the Sale Order is attached hereto as Exhibit A.

10. The Debtor’s lease at its facility where the majority of the assets were located was ending, by Court Order, on April 30, 2019.

11. Based upon the understanding that the Asset Purchase Agreement was being finalized and to decrease the overall administrative expenses, the Debtor allowed Craft take possession of the assets.

12. Craft now has possession of the assets but has failed and refused to pay the Purchase Price.

13. Craft asserts that its agreement to purchase the assets was contingent on a

consulting agreement with the former owner of the Debtor.

14. The Debtor disagrees and would show that there was no contingency concerning the consulting agreement. In fact, there is no mention of any contingency in the Sale Order.

15. Craft now has the Debtor equipment and has failed and refused to pay the Purchase Price.

16. The Debtor seeks an order from this Court ordering Craft to pay the Purchase Price to the Debtor.

WHEREFORE, PREMISES CONSIDERED, Debtor, Noble Rey Brewing Co., LLC. respectfully pray this Honorable Court enter an Order Compelling Craft to Pay the Purchase Price, and for such other and further relief, at law or in equity, to which Debtor may show itself justly entitled.

Respectfully submitted,

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BY: /s/ Eric Liepins
ERIC A. LIEPINS, SBN 12338110

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was sent to Craft by and through its attorney of record Scott Lawrence via ECF and to all creditors and the United States Trustee, United States mail on this the 13th day of May 2019.

/s/ Eric Liepins
Eric A. Liepins